

U.S. Department of Justice

Washington, DC 20530

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Exhibit A to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

PDV USA, Inc.

2. Registration Number

6903

3. Primary Address of Registrant

65 East 55th Street, New York, NY 10022

4. Name of Foreign Principal

Petróleos de Venezuela, S.A. ("PDVSA")

5. Address of Foreign Principal

Avenida Libertador, La Campiña, Apdo. 169, Caracas 1010-A, Venezuela

6. Country/Region Represented

Venezuela

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☒ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:****a) Branch or agency represented by the registrant**

The foreign principal is a foreign organization, but the relevant activity involved or related to interactions with the Venezuela Ministry of Oil.

b) Name and title of official with whom registrant engages

Various individuals employed by PDVSA or on PDVSA's Board of Directors.

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
n/a
- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

PDVSA is the state-owned oil and natural gas company of the Bolivarian Republic of Venezuela. PDVSA plans, coordinates, supervises and controls activities carried out by its subsidiaries in crude oil and other hydrocarbons' exploration, exploitation, transportation, manufacturing, refining, storage, and commercialization including any other activities within its competence both domestically and internationally.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

The Bolivarian Republic of Venezuela is the sole owner of Petr leos de Venezuela. The Venezuelan government, through the Ministry of Energy and Petroleum, establishes national petroleum policies and also regulates and supervises PDVSA's operations. The President of Venezuela appoints the president of Petr leos de Venezuela and the members of its board of directors by executive decree ((these procedures were, however, amended by statute enacted by the Venezuelan National Assembly as of February 2019)).

The Shareholder's Meeting, the highest governing body of PDVSA, constituted the ultimate authority over the direction and administration of PDVSA. The decisions of the Shareholder's Meeting were binding, within the limits of its powers, on the company. Venezuela was represented by the People's Power Minister of Petroleum and other ministers that the President of Venezuela appointed. The powers of the Shareholder's Meeting included: approving the annual report of the Board of Directors, as well as the financial statements and consolidated budgets of investments and operations of PDVSA and subsidiary companies or entities; defining the functions and duties of the members of the Board of Directors; and issuing regulations on internal organization.

As sole owner of PDVSA, Venezuela may have subsidized or financed components of PDVSA's operations or business during the relevant period.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

n/a

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature	eSigned
December 31, 2020	Elio Tortolero	/s/ Elio Tortolero	

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Washington, DC 20530

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Exhibit B to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

PDV USA, Inc.

2. Registration Number

6903

3. Name of Foreign Principal

Petróleos de Venezuela, S.A. ("PDVSA")

Check Appropriate Box:

4. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☒ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? Please see response to Question 8.
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The relationship between PDV USA and PDVSA derives from their corporate structures. PDV USA is a wholly-owned subsidiary of PDV Holdings ("PDVH") which, in turn, is a wholly-owned subsidiary of PDVSA.

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Revised 05/20

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Until January 2019, PDV USA provided shareholder services to PDVSA, including engaging vendors on behalf of PDVSA. From 2015 through 2018 PDV USA engaged three vendors to perform FARA-registrable activities. These engagements, which are the subject of this registration, were made on behalf of, and at the direction of PDVSA.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and

dissemination of informational materials. Between 2015 and 2017, PDV USA engaged vendor Caribbean Style, Inc., to purchase four advertisements for placement in national newspapers. The pro-Venezuelan and anti-U.S. sanctions regime content of these advertisements suggests they were intended to influence the U.S. Government's or the U.S. public's perspective of the U.S. sanctions regime relating to Venezuela during the time period. In 2017, PDV USA engaged vendor Interamerican Consulting, Inc., to, among other things, support a strategy relating to PDVSA's "standing among important public officials" and provide consulting and assistance "to inform policy makers" regarding PDVSA. In 2017 through 2018, PDV USA engaged Wiss & Partners LLP for legal services rendered to, as described in the initial engagement letter, "PDVSA and its subsidiaries." Although the scope of the work performed does appear to have included certain legal advice, PDV USA is unable to determine whether the scope of work performed under involving political activities as defined under FARA.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Because this is a retroactive registration, the response to Question 11 is yes. Please see attachment filed concurrently with this registration.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
Please see attachment.			

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
Please see attachment.			

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
Please see attachment.			

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

December 31, 2020

Elio Tortolero

/s/ Elio Tortolero

eSigned

Attachment to Exhibit B***Questions 9–10***

Activities and services engaged in for or rendered to foreign principals, including political activity:

From March 17, 2015 through October 12, 2018, PDV USA had contractual relationships with third-party vendors, listed below, that involved activities performed on behalf of foreign principal Petróleos de Venezuela, S.A. (“PDVSA”).

Note: This registration (terminated October 31, 2018) is being filed after PDV USA ceased providing shareholder support to PDVSA, and this statement is therefore based on information currently available to PDV USA after undertaking due diligence. If PDV USA later identifies additional relevant information, PDV USA will amend its registration.

Caribbean Style, Inc. (March 2015–February 2017)

From March 2015 through February 2017, PDV USA at the request of PDVSA officials and through the third-party vendor, Caribbean Style, facilitated the placement of four newspaper advertisements relating to Venezuela:

1. *March 17, 2015:* \$175,000 full-page advertisement in the New York Times entitled “Venezuela is not a threat.” The advertisement was styled as a letter to the people of the United States and signed by the Ministry of Foreign Affairs.
2. *September 9, 2015:* \$175,000 full-page advertisement in the New York Times taken out by Caribbean Style entitled “The truth about the Venezuela-Colombia Border Situation.” The advertisement provides an email address for Felipe Saldivia who at the time was Vice Minister of International Communication for the Venezuelan Ministry for Foreign Relations.
3. *May 26, 2016:* \$100,000 full-page advertisement in the Washington Post entitled “Special Communiqué on Venezuela.” The advertisement is a statement by intergovernmental organization Bolivarian Alliance for the Peoples of Our America-People’s Trade Treaty (ALBA-TCP) expressing “heartfelt solidarity with President Nicolas Maduro and his people.”
4. *February 22, 2017:* \$175,000 full-page advertisement in the New York Times entitled “Public Letter to the Department of the Treasury of the United States of America.” The advertisement is a letter by Venezuelan Vice President Tareck El Aissami to U.S. Treasury Secretary Steven Mnuchin, responding to the U.S. administration’s decision to sanction him for drug trafficking.

Caribbean Style provided unrelated logistical assistance and event planning services to PDV USA before, during, and after this timeframe, although none of that activity constitutes registrable activity conducted on behalf of a foreign principal.

Interamerican Consulting, Inc. (March–May 2017)

Interamerican is a Florida-based “business consulting” company, established by former U.S. Congressman David Rivera in January 2013. In March 2017, PDVSA approved engaging Interamerican for \$50 million and instructed PDV USA to enter into a consulting agreement with Interamerican for “strategic consulting services.”

On March 21, 2017, in accordance with PDVSA’s instructions, Interamerican and PDV USA entered into a consulting agreement. The agreement identified as a key objective “organiz[ing] and implement[ing] a multi-faceted strategy to reinforce CLIENT’s standing among important public officials and opinion leaders”; “provid[ing] CLIENT with strategic consulting and assistance developing strategies to inform policy makers and opinion leaders regarding CLIENT initiatives and achievements”; and “support[ing] CLIENT in the planning and execution of a strategic plan directed at targeted stakeholders to assist CLIENT with the development and implementation of a program to support efforts that will enhance the long-term reputation and standing of CLIENT.” “CLIENT” was not a term defined in the agreement but the parties understood PDVSA to be the client, as PDV USA was otherwise defined.

During the course of the contractual relationship, Rivera submitted only two deliverables, each lacking in detail: a two-page progress report and a four-page final report. PDV USA is unaware of any evidence that Interamerican performed the actual work contemplated by the Agreement.

Wiss & Partners LLP (March 2017–October 2018)

Wiss & Partners LLP is a law firm based in Washington, D.C. In March 2017, PDVSA approved engaging Wiss for \$6 million, and on March 14, 2017, PDV USA engaged Wiss for legal services rendered to “PDVSA and its subsidiaries.” On May 23, 2017, PDV USA and Wiss executed an engagement letter that altered the duration of monthly retainer payments and indicated that services would be rendered to “PDV USA and its subsidiaries.”

Wiss engaged in some amount of legal work for PDV USA during their relationship, including issuing updates on disputes involving PDVSA and its subsidiaries, and well as providing legal advice on issues related to insurance, crypto currency, employment, and immigration. However, PDV USA is unaware of the full extent of the legal work that Wiss may have been performing under the retainer, including whether services were provided to PDVSA (or others) that were undisclosed to PDV USA.

PDV USA made its final payment to Wiss on March 15, 2018, and beginning in April 2018, Wiss was instructed to direct its invoices to PDVSA. PDV USA discontinued its relationship with Wiss in October 2018.

Question 12

Contributions, money, or income received by PDV USA in connection with funding its activities including but not limited to its vendor relationships:

Date	Foreign Principal	Purpose	Amount
1/13/2015	PDVSA	General Funding	\$3,000,000
4/22/2015	PDVSA	General Funding	\$2,500,000
4/22/2015	PDVSA	General Funding	\$2,500,000
2/9/2016	PDVSA	General Funding	\$3,000,000
4/15/2016	PDVSA	General Funding	\$3,000,000
9/20/2016	PDVSA	General Funding	\$3,500,000
11/10/2016	PDVSA	General Funding	\$5,000,000
1/27/2017	PDVSA	Funding for Sponsorship – Federacio Venezolana de Beisbol, Legal and Other Expenses	\$6,500,000
3/31/2017	PDVSA	Funding for Sponsorship – Federacio Venezolana de Futbol, Legal and Other Expenses	\$5,000,000
3/31/2017*	PDVSA	Funding Consultant Contracts, Interamerican/Wiss	\$17,000,000
3/31/2017*	PDVSA	Funding Consultant Contracts, Interamerican/Wiss	\$3,000,000
3/31/2017*	PDVSA	Funding Consultant Contracts, Interamerican/Wiss	\$30,000,000
3/31/2017*	PDVSA	Funding Consultant Contracts, Interamerican/Wiss	\$5,000,000

*\$35 million returned to PDVSA.

Question 13

Disbursements made or moneys expended by PDV USA in connection with activity relating to the relevant vendor relationships, based on information from accounting records:

Caribbean Style, Inc.			
Date	Recipient	Purpose	Amount
4/10/2015	Caribbean Style	3/17/2015 advertisement in the New York Times	\$210,244.80
9/16/2015	Caribbean Style	9/09/2015 advertisement in the New York Times	\$210,244.80
7/29/2016	Caribbean Style	5/26/2016 advertisement in the Washington Post	\$120,878.40
3/03/2017	Caribbean Style	2/22/2017 advertisement in the New York Times	\$210,244.80

Interamerican Consulting, Inc.			
Date	Recipient	Purpose	Amount
3/24/2017	Interamerican Consulting	Consulting	\$5,000,000
4/10/2017	Interamerican Consulting	Consulting	\$5,000,000
4/19/2017	Interamerican Consulting	Consulting	\$5,000,000

Wiss & Partners LLP			
Date	Recipient	Purpose	Amount
3/21/2017	Wiss & Partners	Legal Services – Upfront Fee	\$250,000.00

4/10/2017	Wiss & Partners	Legal Services – Monthly Retainer Fee	\$250,000.00
5/10/2017	Wiss & Partners	Legal Services – Reimbursable Items	\$39,349.30
5/10/2017	Wiss & Partners	Legal Services – Monthly Retainer Fee	\$250,000.00
6/13/2017	Wiss & Partners	Legal Services – Legal Services Engagement	\$250,000.00
7/18/2017	Wiss & Partners	Legal Services – Legal Services Engagement	\$250,000.00
8/09/2017	Wiss & Partners	Legal Services – Legal Services Engagement	\$250,000.00
9/19/2017	Wiss & Partners	Legal Services – Monthly Retainer Fee	\$250,000.00
10/23/2017	Wiss & Partners	Legal Services – Legal Services Engagement	\$250,000.00
12/18/2017	Wiss & Partners	Legal Services – Legal Services Engagement	\$250,000.00
12/18/2017	Wiss & Partners	Legal Services – Legal Services Engagement	\$250,000.00
3/15/2018	Wiss & Partners	Legal Services – Monthly Retainer Fee	\$250,000.00
3/15/2018	Wiss & Partners	Legal Services – Monthly Retainer Fee	\$250,000.00